EXHIBIT A

BURR & FORMAN LLP 420 North 20th Street, Suite 3400 Birmingham, AL 35203 (205) 251-3000 Richard J. Davis (RD6537) Counsel for Porter Capital

IN RE: : UNITED STATES BANKRUPTCY COURT

: DISTRICT OF NEW JERSEY

CURA PHARMACEUTICAL COMPANY,:

INC. : Chapter 7

. Chapter

Debtor. : Case No. 10-17888-MBK

:

AFFIDAVIT OF RON WILLIAMSON IN SUPPORT OF PORTER CAPITAL CORPORATION'S MOTION FOR RELIEF FROM THE AUTOMATIC STAY

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

Before me, this undersigned authority, personally appeared Ron Williamson, who, being known to me and being by me duly sworn, deposes and says as follows:

- 1. I am Ron Williamson. I am an assistant vice president of Porter Capital Corporation ("Porter"). I make this affidavit in support of *Porter Capital Corporation's Motion for Relief From the Automatic Stay* in the above-referenced bankruptcy case.
- 2. I am one of the persons who has custody and control of Porter's business records (including access to electronically stored data) concerning Cura Pharmaceutical Company, Inc.'s (the "Debtor") loans with Porter (the "Records").
- 3. The Records were made at or near the time of the events recorded by a person with knowledge of the events and charged with the responsibility for recording such events. The

Records are kept in the ordinary course of Porter's regularly conducted business activity, which is Porter's customary practice.

- 4. I have reviewed Porter's files in this matter, which leads me to the summary which is set forth below. All facts set forth herein are either (a) facts of which I have personal knowledge; or (b) an accurate summary of Porter's business records as set forth above.
- 5. Porter is a secured creditor of Debtor. The debt is evidenced by: (1) that certain *Commercial Financing Agreement* (the "Financing Agreement") dated November 18, 2004, whereby Porter established a \$3,000,000.00 credit facility (the "Facility") to purchase accounts receivable from Debtor; and, (2) that certain *Security Agreement* (the "Security Agreement" and together with the Financing Agreement, the "Credit Facility") dated November 19, 2004, whereby Debtor granted Porter a security interest in all of Debtor's "personal property and assets of any nature, including but not limited to its inventory, machinery, equipment, trade fixtures, good will, and accounts receivables" (collectively, the "Collateral"). True and correct copies of the Financing Agreement and the Security Agreement are attached hereto as Exhibit 1 and 2, respectively.
- 6. Porter validly and timely perfected its first position security interest and lien in and to the Collateral by recording a UCC-1 Financing Statement (the "UCC"). A true and correct copy of the UCC is attached hereto as Exhibit 3.
- 7. The Debtor is in default under the Credit Facility due to, *inter alia*, its failure to make monthly payments as and when due.
- 8. The total amount due and owing under the Credit Facility is \$1,757,922.37, which includes the following:
 - (A) Unpaid Principal in the amount of \$1,714,904.77 (as of March 2, 2010).

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- (B) Accrued interest from March 2, 2010 through April 20, 2010 in the amount of \$42,064.57.
- (C) Per diem interest in the amount of \$858.46 beginning April 21, 2010.
- (D) Other additional charges in the amount of \$953.03.

FURTHER THE AFFIANT SAITH NOT.

Ron Williamson

Affiant

I, A Notary Public in and for said County in said State, hereby certify that Ron Williamson, whose name is signed to the foregoing Affidavit, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

day of April, 2010

Given under my hand and seal, this 33

/ Henr

[SEAL]

My Commission Expires: